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*Attorneys for Plaintiff*

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MONTANA  
MISSOULA DIVISION**

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GREATER YELLOWSTONE  
COALITION,

Plaintiff,

vs.

CHRISTOPHER SERVHEEN, U.S. Fish  
and Wildlife Service Grizzly Bear Recovery  
Coordinator, et al.,

Defendants,

and

NATIONAL WILDLIFE FEDERATION,  
et al.,

Defendant-Intervenors.

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**Case No. 07-CV-134-DWM**

**PLAINTIFF'S AND FEDERAL  
DEFENDANTS' STIPULATION  
REGARDING SETTLEMENT OF  
ATTORNEY FEES AND COSTS;  
PROPOSED ORDER**

In the interests of judicial economy and to avoid litigating Plaintiff Greater Yellowstone Coalition's ("GYC") Application for Fees and Costs, filed January 10, 2012 in the appeal of this matter (Greater Yellowstone Coalition v. Servheen, et al., Nos. 09-36100 (9th Cir. Nov. 22, 2011)), GYC and Federal Defendants hereby stipulate and agree as follows:

1. Federal Defendants will pay GYC a lump sum total of two hundred ninety-one thousand, two hundred and sixty-two dollars (\$291,262) in full settlement of GYC's claims for attorney fees and costs incurred in the above-captioned litigation in both the district court and the court of appeals.

2. Federal Defendants will make this payment by electronic funds transfer to GYC through Earthjustice in accordance with information provided by GYC. Federal Defendants agree to submit all necessary paperwork to the Judgment Fund processing office within ten (10) days of receiving an order from the Court and receiving all information from GYC necessary for preparing this paperwork.

3. GYC agrees that receipt of such payment will constitute full satisfaction of its claims for attorney fees and costs, and shall fully release Federal Defendants from any such claims in the above-captioned litigation in both the district court and the court of appeals. GYC further agrees to provide notice of receipt of the payment to the District Court and Federal

Defendants' counsel within five (5) days of such receipt.

4. No provision of this Agreement shall be interpreted as or constitute a commitment or requirement that Defendants obligate or pay funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other law or regulation.

5. This Stipulation contains the entire agreement between the parties to this Stipulation, and all previous understandings, agreements, and communications prior to the date hereof, whether express or implied, oral or written, relating to the subject matter of this Stipulation, are fully and completely extinguished and superseded by this Stipulation.

6. The undersigned representatives of GYC and Federal Defendants certify that they are fully authorized by the party or parties whom they represent to enter into the terms and conditions of this Stipulation and to legally bind them to it.

7. This Stipulation does not constitute an admission by any party to any fact, claim, or defense on any issue in this lawsuit. Nothing in this Stipulation shall be construed as an admission that the position of Federal Defendants in this litigation was not substantially justified. This Stipulation has no precedential value and the terms of this Agreement shall not be cited or used in this or any other litigation.

8. The provisions of this Stipulation shall apply to and be binding upon each of the parties, including, but not limited to, their officers, directors, servants, employees, successors, and assigns.

9. By this Stipulation, Defendants do not waive any right to contest fees claimed by Plaintiff or Plaintiff's counsel, including the hourly rate, in any future litigation.

10. The District Court shall suspend briefing on the fee application and retain jurisdiction over GYC's claims to fees and costs in the above-captioned matter until GYC provides the notice specified in paragraph 3.

SO STIPULATED.

Respectfully submitted this 6th day of March, 2012.

***For Plaintiffs:***

/s/ Douglas L. Honnold

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**SO ORDERED** this \_\_\_\_ day of \_\_\_\_\_, 2012.

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Donald W. Molloy, District Judge  
United States District Court